

L-3574

RECEIVED

MAR 13 2017

METROPOLITAN
CLERK

**LEASE AGREEMENT
FOR
THE METROPOLITAN AUDITORIUM COMMISSION
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
TENNESSEE**

This agreement, made and entered on this 8th day of MARCH 2017 by and between The Metropolitan Government of Nashville and Davidson County, Tennessee, acting by and through the Metropolitan Auditorium Commission (Lessor), and DONALD J. TRUMP FOR PRESIDENT, INC. (Lessee)

WITNESSETH:

That under the terms and conditions hereof, Lessor grants to Lessee, a non-assignable right for Lessee to occupy and use that portion of the Municipal Auditorium described as follows: ARENA FLOOR AND ALL APPURTENANT AREAS, EXCLUDING MEETING ROOMS for the sole purpose and no other of: PRESIDENT DONALD J. TRUMP SPEECH (the "Event")

Under this agreement, Lessee is entitled to occupy and use said premises from 8:00 A.M. on the 15th day of MARCH 2017 and terminating at 11:59 P.M. on the 15th day of MARCH 2017, for which occupancy, and in addition to charges hereinafter specified in this agreement, Lessee agrees to pay Lessor: \$8,750.00 PER DAY FOR TIME AMOUNTING TO (ONE) 1 DAY.

Further: for the right of access to and use of that portion of the Municipal Auditorium above specified, for the purpose of installing equipment, preparing equipment and premises for use, packing and removal of equipment afterwards, commonly known as take-in and take-out time, Lessee agrees to pay Lessor \$8,750.00 FOR MOVE-IN ON MARCH 14, 2017.

Payment of \$40,579.00, WHICH IS A NON-REFUNDABLE DEPOSIT APPLIED TO THE BALANCE, AND PAID AS A CASHIER'S CHECK, must be made upon the execution and delivery of this agreement and balance due Lessor is to be paid as follows: UPON RECEIPT OF STATEMENT FOLLOWING EVENT.

If, for any reason, said rental is not paid as aforesaid, it is agreed that any box office receipts in the possession of Lessor shall be applied to the payment of said rental and Lessee waives all rights to that portion of the box office receipts necessary to pay said rental. Lessee shall furnish Lessor a copy of the ticket printers manifest before each event. Lessor shall further have the right to count all unsold tickets after each performance and Lessee shall furnish Lessor a box office statement after each performance. Lessor shall have the right to check box office and ticket surrender procedures at any and all times.

TERMS AND CONDITIONS OF THIS AGREEMENT

1. Control of Building: In rendering said space to Lessee, Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of same. Lessor, its designated agents, employees and the Auditorium Manager may enter said building and all demised premises, at any time and on any occasion. Lessor reserves the right to have ejected any objectionable person or persons from said building, and upon the exercise of this authority, the Lessee hereby waives any right and all claim for damages against the Lessor.

2. Employees: Lessee shall furnish all necessary labor required for the setting up, the presentation, and the taking down of the show, attraction or event, such labor to include but not be limited to: stage hands, musicians, projectionists, sound technicians and spotlight operators. Lessor shall furnish the house staff, meaning specifically: ticket sellers, ticket takers, floor directors, ushers, door guards, first aid attendant, and security officers, and Lessee will reimburse Lessor for the house staff charges as listed in Exhibit E of this agreement. The number of house staff employees shall be determined by agreement between Lessor and Lessee but, in case of disagreement, the decision of the Auditorium Manager shall prevail, the efficiency of the operation and the safety of the public requiring it.

3. Indemnity and Insurance: Lessee agrees to hold harmless, indemnify and defend Lessor from any claim for damage or injury to persons or property arising out of or resulting from the use and occupancy of the Municipal Auditorium by Lessee. Lessee agrees to purchase, at its own expense, liability insurance with a limit of not less than one million dollars (\$1,000,000.00). Lessee will cause Lessor to be named as additional insured in said policy, or Lessee may purchase, at its own expense, a separate liability insurance policy in the name of Lessor with amounts as aforementioned. Either policy shall be purchased from an insurance policy licensed to do business in the State of Tennessee. Satisfactory evidence of the required insurance coverage shall be delivered to Lessor prior to occupancy of the Auditorium by Lessee.

4. Box Office Receipts: Box office receipts will not be distributed by Lessee until after the main act of the performance goes on stage. In the case of a non-performing or exhibition type event, box office receipts will not be distributed by Lessee until after the scheduled event has taken place. Tickets and/or receipts for tickets sold at locations other than at the Auditorium must be deposited at the Auditorium box office at least two (2) hours before the scheduled event begins.

5. Building Services: Lessor will furnish heat, air conditioning, lights, water, and air in its discretion and as the Auditorium Manager may determine the reasonable need of the Lessee to be. In no case will Lessor furnish any of the aforementioned services in amounts or degrees beyond the installed capacities of said services. Lessor will furnish normal cleaning as made necessary by the general public.

6. Concessions: Lessor reserves all rights not specifically granted to Lessee under the terms hereof, including but not limited to the sole rights to sell or give away, refreshments, alcoholic beverages, confections and other merchandise and to operate checkrooms. Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges, or any other articles or privileges, without the written consent of Lessor. Lessor hereby consents to Lessee's sale of political campaign merchandise in exchange for federal political contributions at the Event.

7. Radio and Television: Lessor reserves all rights and privileges for outgoing radio and television broadcasts originating from Lessor's facility during the term of this agreement. Should Lessor grant to Lessee such privileges, Lessor

has the right to require advance payment of any estimated related costs to Lessor and may also require payment for said privileges in addition to rental fee. Such permission, along with the specific terms of the agreement, must be obtained in writing in advance of broadcast date. Lessor assumes no responsibility whatsoever for any tapings or recordings or performances which may be made by any patron or other persons attending the performance. Lessor is hereby expressly released from any and all claims arising out of or resulting from any unauthorized tapings or tape or record distributions.

8. Law Observance: Lessee agrees that every person connected with Lessee's occupancy and use of the premises covered by this lease shall abide by, conform to, and comply with all the laws of the United States and the State of Tennessee, and all of the ordinances of the Metropolitan Government of Nashville and Davidson County, together with the rules and regulations of Lessor for the government and management of said premises. Lessee will not do, or suffer to be done, anything on said premises, during the term of this lease in violation of any such laws, ordinances, rules or regulations, and if the attention of Lessee is called to such violation on the part of Lessee or any person employed or admitted to said premises by said Lessee, said Lessee will immediately desist from and correct such violations.

9. Charitable Solicitations: It shall be the sole responsibility of Lessee to fully comply with the requirements set forth in the Charitable Solicitation Ordinance of the Metropolitan Government of Nashville and Davidson County, Tennessee. In the event that Lessee carries on a charitable solicitation which falls under the purview of the Charitable Solicitation Ordinance, it shall be the duty of Lessee to secure and have in his possession a Charitable Solicitation Permit.

10. Fire & Casualty: In the event that the Municipal Auditorium or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by Lessor impossible including, without limitation thereto, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon this lease shall terminate and Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and said Lessee hereby waives any claim against Lessor.

11. Removal of Properties: In the event that goods, wares, merchandise and property of any and all kinds and description, are left in the building after the termination dated of this lease, then Lessor shall be and is hereby authorized to remove from said building at the expense of Lessee, all such goods, wares, merchandise and property of any and all kinds and description. Lessor shall not be liable for any damage or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal of the place to which it may be removed, and the Lessor is hereby expressly released from any and all claims for damages of whatever kind of nature.

12. Seating Capacity: At no time shall Lessee sell or otherwise dispose of, tickets in excess of the seating capacity of that area of the premises covered by this agreement. Further, in areas where seating is not provided, Lessee shall at no time admit a larger number of persons than can safely and freely move about. Further, that Lessee will not permit chairs or other objects to be or remain in the passageways or exitways and will keep all passageways and exitways clear at all times; that sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting street and all ways of access to public utilities or said premises shall not be obstructed by Lessee, his agents or employees, or used for any purpose other than ingress to and egress from the demised premises.

13. Defacement of Building: Lessee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit anything to be done whereby said premises shall be in any manner injured or marred or defaced, nor shall Lessee drive or permit to be driven, any nails, hooks, tacks, screws or bolts in any part of the building nor shall he make or allow to be made any alteration of any kind therein or thereon. That if said premises, or any portion of said building or grounds, during the term of this agreement or any reasonable time thereafter shall be damaged by the act,

default or negligence of Lessee, or by Lessee's agents, employers, or any persons admitted to said premises by said Lessee, Lessee will pay to Lessor upon demand such sum as shall be necessary to restore said premises to their original condition, ordinary wear and use excepted.

14. Care of Premises: Lessee agrees to cause said premises to be kept clean, orderly and generally cared for during the term of this lease.

15. Responsibility for Property: Lessor assumes no responsibility whatsoever for any property placed in the Auditorium by Lessee and Lessor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage, to persons or property that may be sustained by reason of the occupancy of said premises or any part hereof by Lessee, unless it is proved that such loss, injury or damage is caused by Lessor's own negligent acts.

16. Intermission: Lessee agrees that for all programs lasting one hour or more, excepting religious services, political rallies such as the Event, or other engagements specifically excluded, an intermission of not less than 15 minutes be held, subject to modification by the Auditorium Manager when necessary, to meet unusual conditions.

17. Approval of Services: Lessor reserves the right to approve decorators, caterers and other service people or agencies employed by the Lessee. Lessee may incur additional services charges when using outside vendors.

18. Signs and Posters: Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters, or cards of any descriptions inside or in front of or on any part of said building except in regular locations provided by Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards as related to the performance, exhibition or event to be given in the premises, and for such time as designated by the Auditorium Manager. Lessee further agrees not to allow any advertising media in advertising the event for which Lessee is granted this lease, to imply that Lessor is sponsoring or in any way endorsing such event, without the written consent of Lessor.

19. Lost Articles: Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any event given or held in the demised premises, and Lessee or any person in Lessee's employ shall not collect or interfere with the collection or custody of such articles.

20. Alcoholic Beverages and Controlled Substances: Lessee shall not permit any alcoholic beverage, narcotic, legend drug or controlled substance (except a regularly prescribed medication in the possession of the ultimate user) as defined by applicable sections of the Tennessee Code Annotated to be brought onto or consumed on the demised premises except at the discretion of and written consent of the Auditorium Manager.

21. Assignments: Lessee shall not assign this agreement or suffer any use of said premises other than herein specified, or sublet the said premises or any part thereof, without the written consent of Lessor.

22. Fire Hazards: Lessee shall not, without the written consent of Lessor, put up or operate any engine, or motor, or machinery on the premises or use oils, explosives, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes. Lessee further agrees that all decorative material used in the premises must be flameproof and that all matters involving safety be resolved by the decision of the Auditorium Manager.

23. Reserved Seats for Lessor: Lessor reserves the right to have and use, without charge, a minimum number of seventy-five (75) reserved seats at each performance or event of any kind.

24. Discretionary Costs: Any decision affecting any matters not herein expressly provided for shall rest solely within the discretion of Lessor.

25. Minimum Security Requirements: Lessor agrees to employ security personnel, and Lessee will reimburse Lessor for security service charges as listed in Exhibit E. Security personnel will under no circumstances be fewer than 92. Lessor and Lessee acknowledge that this minimum number of security officers are sufficient to maintain order and protect all persons and property in the Municipal Auditorium and that said security has sufficient training and experience to adequately control the type of event scheduled.

26. Content of Performances: Lessee is responsible for the conduct of all performances and guarantees to Lessor that the show will not contain any offensive songs, dialogue or physical exhibitions. Performers shall not leave, lie down on or throw anything from the stage during the performance, nor shall they remove any of their attire or engage in any lewd activity or display.

27. Complimentary Tickets: All promotional ticket, special rate tickets, and free admissions are subject to the approval of Lessor, but under no circumstances shall the number of complimentary tickets exceed 100 tickets for any one performance, unless otherwise approved by the Auditorium Manager.

28. Maintenance of Audience Control: It is Lessee's responsibility to start and end the show as scheduled and, with the help of the performers, to maintain audience control.

29. Filing of Lease Agreement: This lease will not be binding on Lessor until it is dated, signed by all parties, filed in the Office of the Metropolitan Clerk and assigned a lease number.

31. Further Covenants and Agreements:

EXHIBIT A, B, C, D, E AND F ATTACHED HERETO ARE HEREBY MADE A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, Lessor has caused these presents to be signed by its Auditorium Manager, and Lessee has signed the same in triplicate, the day and year above written.

METROPOLITAN AUDITORIUM COMMISSION LESSOR

BY Robert C. Skory
AUDITORIUM MANAGER

LESSEE: DONALD J. TRUMP FOR PRESIDENT

INC.

DocuSigned by:

Donald J. Trump
034424694862463

March 8, 2017 | 5:11 PM ET

LESSEE
Bradley Crate

PRINT NAME

ADDRESS OF LESSEE:

725 5TH AVE
NEW YORK, NY 10022



EXHIBIT A

1. It is the intention of the parties that each separate provision of this Lease Agreement shall be deemed independent of all other provisions therein, and it is further the intention of the parties that if any provision of this Lease Agreement is declared invalid, all other provisions thereof shall remain valid and enforceable.
2. Lessee warrants that all copyrighted material to be performed in the leased premises has been duly licensed or authorized by the copyright owner or his representative and agrees to indemnify and hold Lessor harmless from any and all claims, losses, or expenses incurred with regard to, arising out of, or resulting from said performance.
3. No attachments of any kind are to be made to the outside glass doors or windows or walls of the leased premises, or to the dropped ceiling of the arena or exhibition concourses. Decals and stickers are prohibited.
4. Lessee will pay all taxes which apply to Lessee's occupancy and use of the Auditorium that are in effect during the term of the Lease.
5. Parking of any vehicles on Auditorium property is prohibited, except by prior approval of the Auditorium Manager.
6. Lessee must vacate the leased premises at contract termination time.

EXHIBIT B

Lessee will pay the charges listed below that apply to Lessee's occupancy and use of the Nashville Municipal Auditorium.

1. LABOR CHARGE: \$28 per hour, per man.
2. STAGE RENTAL: 75 cents per square foot.
3. CLEAN-UP CHARGE: \$900 per day for the arena floor.
4. POWER CHARGE: \$650 per day for amp box service and \$25 per plug for 110/220 service.
5. SPOTLIGHT RENTAL: \$125 per spotlight, per performance.
6. HOUSE SOUND: \$550 per day/performance to use the house sound system.
7. BEAM CLAMPS: \$15 per beam clamp, per performance.
8. CATERING CHARGE: \$1.25 per plate or a minimum of \$250, whichever is greater.
9. TRACK LIGHTS: \$7 per light for the use of facility-owned track lights.
10. FORKLIFT RENTAL: \$375 per day (plus labor for operator).
11. CHAIR RENTAL: \$2.00 per chair, per event for facility-owned chairs.
12. TABLE RENTAL: \$10 per table, per event for facility-owned tables.
13. LECTERN: \$100 per event.
14. PIPE AND DRAPE: \$2 per running foot.
15. BARRIERS: \$20 per section for crowd control barriers.
16. REMOVAL OF SEATING SECTIONS K, L, M, AND N: \$850 per section.
17. INSTALLATION OF SECTIONS P, R, S, AND T: \$200 per section.
18. PHOTO COPIES: 25 cents per page.
19. KEY DEPOSIT: \$5 per key.
20. PARKING METERS: \$15 per meter, per event day.
21. MEETING ROOMS: \$150 per meeting room, per day.
22. CURTAIN RENTAL: \$1,500 per event plus labor for set-up.
23. CURTAIN TRUSS: \$250 per section (if not renting curtain).
24. INTERNET SERIVCE: \$150 per line, per day for each dropped line.

EXHIBIT C

1. All personnel required for the event must have qualifications equal to the minimum industry standards normally required for the work to be performed. All personnel must also meet all requirements set forth by state or local law, and meet the requirements set forth in all rules, regulations, policies, guidelines, and qualifications of Lessor, as determined by the Auditorium Manager.
2. Security personnel must be equipped with a minimum of four (4) two-way radios stationed at points in or around the facility agreed upon between the Lessee and the Auditorium Manager. All two-way radios must meet the following minimum specifications: 4-Watt, 2-Channel, with earphone.
3. Lessor has the authority to order the Lessee to remove from the leased premises any of the Lessee's agents, employees or contractees who refuse to obey instructions relating to the carrying out of the provisions and intent of the provisions of the Lease Agreement, or who are abusive, threatening or disorderly in their conduct, and any such person shall not be employed in the leased premises.
4. Failure by either party to comply with any of the material terms and conditions of this Lease Agreement, including any addenda or attachments thereto, within the prescribed time periods, may upon prior written notice to such party and a reasonable opportunity to cure, result in cancellation by the other party of the Lease Agreement without refund of any security deposited for rental of the Municipal Auditorium.
5. All written rules, regulations, guidelines, qualifications, policy and /or procedures for the management of the Municipal Auditorium are hereby incorporated into and made a part of this Lease Agreement. The terms of the Addendum to the Lease Agreement are expressly incorporated into and made a part of the Lease Agreement.

EXHIBIT D

The Municipal Auditorium general rigging and load rating pdfs S101 and S102 attached hereto are hereby made a part of this agreement.

EXHIBIT E

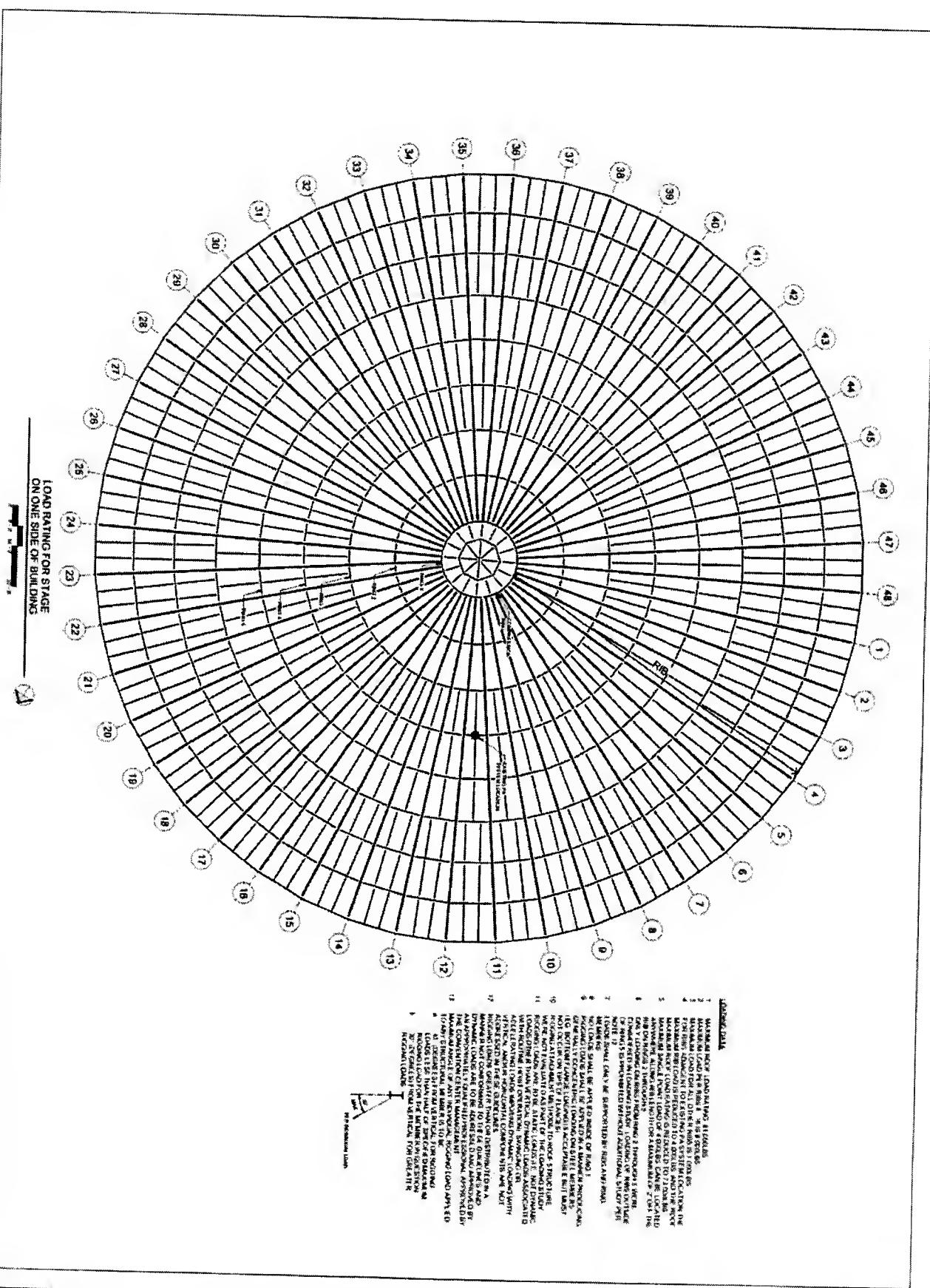
Lessee will pay the house staff charges listed below that apply to Lessee's occupancy and use of the Nashville Municipal Auditorium. There is a four-hour minimum call for these services. The prices listed herein for labor are the effective prices for the date this lease is executed and are subject to increase without prior notice to Lessee.

Higher holiday rates apply on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

1.	Medics	\$	25.00/hr.
2.	Ticket Takers		17.50/hr.
3.	Ushers		17.50/hr.
4.	Tee Shirt Security		17.50/hr.
5.	Overnight Tee Shirt Security		21.00/hr.
6.	Tee Shirt Security Supervisor		25.00/hr. (1 for every 10)
7.	Uniformed Officer		49.00/hr.
8.	Uniformed Officer Supervisor		52.00/hr.
9.	Ticket Sellers		21.00/hr.
10.	Box Office Supervisor		26.00/hr.
11.	Administration Fee		100.00/day

EXHIBIT F

1. Nashville Municipal Auditorium ("NMA") reserves the right to cancel an event at any time, if it is determined that the event has misrepresented itself in any way.
2. Lessee shall provide its requirements for security, stagehand labor, emergency medical technicians, and all other ancillary expenses to the NMA no later than two weeks prior to the scheduled event. Based upon Lessee's requirements, the NMA shall determine an estimated contract price for the scheduled event. The estimated contract price shall mean the total cost of the rental of the facility plus all estimated ancillary expenses and/or fees. If Lessee fails to provide its requirements to the NMA within two weeks of the scheduled event, then the manager of the NMA shall determine the estimated contract price for the scheduled event, based upon custom and industry practice. Lessee shall be required to make a security deposit two weeks prior to the scheduled event in the amount of the estimated contract price, as determined by the NMA. If such security deposit is requested and Lessee does not pay it to the NMA prior to two weeks before the scheduled event, the NMA reserves the right to cancel the scheduled event. This requirement shall not apply in the event that the NMA has control of the box office receipts for the event, and two weeks prior to the scheduled event, the box office sales reflect the entire amount of the estimated contract price.
3. In the event that Lessee cancels the scheduled event, Lessee shall be required to pay Lessor the rental fee for the scheduled event, plus any and all ancillary expenses *incurred* by the NMA arising from the lease agreement.
4. NMA reserves the right to cancel an event if all rental and ancillary fees have not been paid by the predetermined date and time on the lease agreement.
5. NMA reserves the right to cancel an event if the lease agreement and/or correct certificate of Insurance have not been received by the predetermined date and time on the lease agreement.
6. NMA reserves the right to use any entrance/exit for the public and may determine all locations for items such as ticket booths, turnstiles, security locations, bars, staging, rope-n-stanchion, etc.
7. NMA reserves the right to determine an adequate number of staff and may increase or decrease those numbers as needed and at a cost to the Lessee. Lessee, prior to the event starting time, may be required to pay for any additions to staff numbers.
8. NMA reserves the right to use turnstiles and/or hand counters to ensure that only the expected and prepared for number of attendees are allowed access to the facility.
9. NMA reserves the right to turn on lights or close an event should a situation develop that might endanger the safety of attendees or otherwise interfere with the reasonable operation of the event. Lighting may also be left on over the predetermined bar locations.
10. NMA reserves the right to deny access to any person who appears to be under the influence of drugs or alcohol.
11. Lessee hereby waives any and all claims against the NMA for cancellation of the event in accordance with the above terms and conditions.



		LOAD RATING FOR STAGE ON ONE SIDE OF BUILDING	MUNICIPAL AUDITORIUM GENERAL RIGGING AND LOAD RATING NASHVILLE, TENNESSEE	RECEIVED PRINTED SEARCHED INDEXED FILED JACOB D. MAY 10 1986 TENNESSEE STATE LIBRARY NASHVILLE, TENNESSEE	
S	3	14156 00	03/28/16	S	
S	1	S102		S	